

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jeffrey Stuckey

Debtor

CHAPTER 13

M&T Bank

Movant

vs.

NO. 15-14767 JKF

Jeffrey Stuckey

Debtor

William C. Miller

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$9,256.14**, which breaks down as follows:

| | |
|------------------------------------|---|
| Post-Petition Payments owed: | October 2015 to December 2015 in the amount of \$425.98 |
| (amounts are per month) | January 2016 to December 2016 in the amount of \$437.06 |
| | January 2017 to April 2017 in the amount of \$434.47 |
| Suspense Balance: | \$35.40 |
| Fees & Costs Relating to Motion: | \$1,031.00 |
| Total Post-Petition Arrears | \$9,256.14 |
2. The Debtor shall cure the aforesaid said arrearages in the following manner:
 - a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$9,256.14**.
 - b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$9,256.14** along with the pre-petition arrears;
 - c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
3. Beginning with the payment due May 1, 2017 and continuing thereafter, Debtor shall pay the regular contractual monthly mortgage payment of \$434.47 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event that the payments under Sections 2 and 3 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) shall be waived.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving this stipulation or ordering the relief agreed upon herein.

7. If the case is converted to Chapter 7, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) shall be waived.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 13, 2017

By: /s/ Matteo S. Weiner, Esq.
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Date: 3.30.17


Zachary Perlick, Esquire
Attorney for Debtor


NO OBJECTION



William C. Miller, Esquire
Chapter 13 Trustee

Approved by the Court this _____ day of _____, 2017. However, the court retains discretion regarding entry of any further order.

United States Bankruptcy Judge
Jean K. Fitzsimon



***without prejudice to any
trustee rights or remedies**